EXHIBIT "B"

EXHIBIT B-1 November 12, 2010 Note

Reprint Page 1 - 5/15/2012, 2:15pm City Bank Texas Archive Copy

Case 12-40594-rfn11 Doc 95-5 Filed 05/31/12 Entered 05/31/12 17:04:53 - November 12 2010 Note Page 3 of 4 6700120-L LOAN TYPE:CR Home Phone#: (775) 250-1810 CITY BANK-GRAND PRAIRIE Busiress Phone#: (209) 538-9094 MEECHAM HOSPITALITY, LLC 2615 W PIONEER PARKWAY STE 101 Loan Number 6700120 3400 PARKWOOD BLVD GRAND PRAIRIE, TX 75051 Date_ 11/12/10 FRISCO TX 75034-1968 Maturity Date 11/12/11 Loan Amount #_ 839,823.82 BORROWER'S NAME AND ADDRESS
"I" includes each borrower above, jointly and severally. Renowal Of . LENDER'S NAME AND ADDRESS
"You" means the lender, its successors and assigns. SSN/TIN: 26-1341392 DAV/STEPHANIE URYASZ For value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of Right hundred thirty nine thousand eight hundred twenty three & 82/000rs \$___ Single Advance: I will receive all of this principal sum on _. No additional advances are contemplated under this note. Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On __ I will receive the amount of \$ _ . 00 _ and future principal advances are contemplated. Conditions: The conditions for future advances are MY SUBMITTING A WRITTEN, IN-PERSON OR TELEPHONE REQUEST FOR AN ADVANCE AND WITH LOAN OFFICER APPROVAL Open End Credit: You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on . INTEREST: I agree to pay interest on the outstanding principal balance from _ NOVEMBER 12, 2011 year until __ Variable Rate: This rate may then change as stated below. Index Rate: The future rate will be ___ the following index rate: Ceiling Rate: The interest rate ceiling for this note is the ceiling rate announced by the Credit Commissioner from time to time, Frequency and Timing: The rate on this note may change as often as _ A change in the interest rate will take effect _ Limitations: During the term of this loan, the applicable annual interest rate will not be more than _ %. The rate may not change more than __ Effect of Variable Rate: A change in the interest rate will have the following effect on the payments: The amount of each schuduled payment will change, The amount of the final payment will change. ACCRUAL METHOD: Interest will be deliculated on a ____ACtual/360 bosis. POST MATURITY RATE: I upred to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as etated below: □ on the same fixed or variable rate basis in effect before meturity (as indicated above).
☑ at a rate equal to 18.00 % OR THE HIGHEST RATE PERMITTED BY LAW LATE CHARGE: If a payment is made more than _____15 days after it is due, I agree to pay a late charge of 5.000% of the payment amount ☑ ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which above: COMMERCIAL LOAN FRE \$250.00; FILING FEE \$100.00 PAYMENTS: I agree to pay this note as follows: Interest: I agree to pay accrued interest Principal: I agree to pay the principal Installments: I agree to pay this note in 12 _payments. The lifet payment will be in the emount of \$ 5,920.29 and will be due ___DECEMBER_12, 2010 . A payment of \$5,920,29 on the 12th day of each month thereafter. The final payment of the entire unpaid balance of principal and interest will be due NOVEMBER 12, 2011 **ADDITIONAL TERMS:** SECURITY: This note is separately secured by idescribe separate document by type and date):
DEED OF TRUST DATED 11/12/10 - CROSS PLEDGED TO LOAN #16700039
GUARANTY AGREEMENTS DATED 7/2/08 & 12/2/09 (This section is for your internst use. Patture to that a separate security document does not mean the agreement will not secure this note.) THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. PURPOSE: The purpose of this loan is SLOC TO PAY PROPERTY TAXES SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2). I have received a copy on lodey's date. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. MEECHAM HOSPITALITY, LLC Signature for Lendor JAGMOHAN DHILLON, MANAGER DON VO LOAN OFFICER

UNIVERSAL NOTE EXECUTE: 01984, 1991 Bankera Systems, Inc., St. Cloud, MN Form UN-TX 3/7/2002 Reprint Page 2 - 5/15/2012, 2:15pm City Bank Texas Archive Copy

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DEFINITIONS: As used on page 1, "\(\overline{\text{M}}\)" means the terms that apply to this loan. "I," "me" or "my" means each Borrower who signs this note and each other person or logal entity (including gueranters, endoreers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns. APPLICABLE LAW! The law of the state of Texas will govern this note Any term of this note which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a varietion.

If any provision of this agreement cannot be enforced according to its terms, this leat will not affect the enforceshitty of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the assence in this agreement.

COMMISSIONS OR OTHER REMUNERATION: I understand and agree that

any insurance premiums paid to insurance companies as part of this note will involve money retained by you or paid back to you as commissions or other remunoration.

In addition, I understand and agree that some other payments to third

parties as part of this note may also involve money retained by you or paid back to you as commissions or other remuneration.

PAYMENTS: Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpeld interest, and then unpaid principal. If you and agree to a different application of payments, we will describe our egreement on this note. I may peppy a payments, we will describe our egreement on this note. I may peppy a part of, or the entire belance of this loss without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full fundess, when I make the prepayment, you and I agree in writing to the

contrary). INTEREST: Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, anch advence will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal advanced at that time. Notwithstanding apply to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to here (either before or after maturity). If any notice of interest secrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.
INDEX RATE: The index will serve only as a device for setting the rate on

this note. You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other

loans or class of loans to me or other borrowers.

ACRUAL METHOD: The amount of interest that I will pay on this loan will be calculated using the interest rate and secrual method stated on page 1 of this note. For the purpose of interest calculation, the accrual method will determine the number of days in a "year." If no accrual method is stated, then you may use any reasonable accrual method for calculating the purpose of the purpose o

calculating interest.

POST MATURITY RATE: For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" mesns the date of the last scheduled payment indicated on page 1 of this note or the date you accolerate payment on the note, whichever is seriller.

SINGLE ADVANCE LOANS: If this is a single advance loan, you and 1.

expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make eny payments described in the "PAYMENTS BY LENDER" paragraph below. MULTIPLE ADVANCE LOANS: If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is

closed and credit, repaying a part of the principal will not entitle me to

PAYMENTS BY LENDER: If you are authorized to pay, on my behall, PAYMENTS BY LENDER: If you are authorized to pay, on my bahali, charges I am obligated to pay (such as property insurance premiums), then you may treat those payments made by you as advances and add them to the unpaid principal under this note, or you may demand immediate payment of the charges.

SET-OFF: I agree that you may sot off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

(1) any deposit account balance I have with you;

(1) any deposit account balance I have with you;
(2) any money owed to me on an item presented to you or in your possession for collection or exchange; and
(3) any repurchase appropriate to other nondeposit obligation.
"Any amount due and payable under this note" means the total amount of which you are antitled to demand payment under the terms of this note at the time you set off. This total includes any beliance the due date for which you properly accelerate under this note.

If my light to receive money from you is also owned by someone who has not account to any this note, your faith of section will apply to my.

has not agreed to pay this note, your right of sat-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of sat-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishoner of any check when the dishoner

You will not be liable for the dishonor of any check when the dishonor occure because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

REAL ESTATE OR RESIDENCE SECURITY: If this note is secured by real estate or a residence that is personal property, the existence of a default and your remodies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest end, to the extent not prohibited by law and not contrary to the terms of the separate sacurity instrument, by the "Default" and "Remodies" paragraphs herein.

DEFAULT: I will be in default on this loan and any agreement securing this loan if any one or more of the following accurs:

- this loan if any one or more of the following accurs:

 (1) I feit to perform any obligation which I have undertaken in this note or any agreement securing this note;

 (2) you, in good faith, believe that the prospect of payment or the prospect of my performance of any other of my obligations under this note or any agreement securing this note is impaired; or

this note or any agreement securing this note is impaired; or (3) I fell to pay, or keep any pramise, on any debt or egreement I have with you unless otherwise prohibited by law.

If any of us are in default on this note or any security agreement, you may exercise your remedies against any or ell of us.

REMEDIES: If I om in default on this note you have, but are not limited to,

s following remedies: (1) You may demand immediate psyment of my debt under this note

- (principal, accrued unpoid interest and other accrued charges).

 (2) You may set off this dobt against any right I have to the payment of money from you, subject to the terms of the "Set-Off"
- or money from you, subject to the terms of the "Sat-Off" paregraph herein.
 You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other ramedy.
 You may raises to make advances to me or allow purchases on
- credit by me.

(6) You may use any remedy you have under state or federal law.

IS) You may use any remedy you have under state or federal law. By selecting any one or more of these remedies you do not give up your right to later use any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to later consider the event as a default if it continues or happens again.

COLLECTION COSTS AND ATTORNEY'S FEES: I agree to pay all costs of collection, replayin or any other or similar type of cost if I am in default, in addition, if you hire an atterney to collect this note, I also agree to pay any les you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable atterney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

WAIVER: I give up my rights to require you to do cortain things. I will not another the second of the contraint things. I will not another the second of the contraint things. I will not another the second of the contraint things.

- (13) demand payment of amounts due (presentment);
 (2) obtain efficiel certification of nonpayment (pretest);
 (3) give notice that amounts due have not been paid (notice of dishonor);
 (4) give notice of intent to accelerate; or
 (5) give notice of acceleration.

walve any defenses I have based on suretyship or impairment of OBLIGATIONS INDEPENDENT: I understand that I must now this note

OBLIGATIONS INDEPENDENT: I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or entiorsement. You may are me along, or anyone else who is obligated on this note, or any number of us together, to collect this note, You may do so without any notice that it has not been paid (notice of dishonor). You may without notice release any party to this agreement without notice, it will not affect my duty to pay the note. Any extension of new credit to any of us, or renewal of this note by all or less then all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any partion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not easign my obligation under this agreement without of the note, I will not easign my obligation under this agreement without FINANCIAL INFORMATION: I agree to provide you, upon request, any

financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

NOTICE: Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by first class mail addressed to me at my last known address. My current address is an page 1. I agree to inform you in writing of any change in my address. I will give any notice to you by mailing it first class to your address stated on page 1 of this agreement, or to any other address that you have designated.

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DATE OF TRANSACTION	PRINCIPAL ADVANCE	BORROWER'S INITIALS [not required]	PRINCIPAL PAYMENTS	PRINCIPAL BALANÇE	INTEREST HATE	INTEREST PAYMENTS	INTEREST PAID THROUGH:
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